

## **General Terms and Conditions for Registration**

### **Definitions**

K.I.T. Group GmbH Association & Conference Management is the Professional Congress Organiser (PCO) of ESICM LIVES 2020, the 33<sup>rd</sup> Annual Congress of the European Society of Intensive Care Medicine, 5 – 9 December 2020 in Madrid, Spain. The PCO supports the Congress Secretariat and is responsible for registration services, hotel accommodation and exhibition management and is hereafter referred to as K.I.T. Group.

These General Terms and Conditions are valid for each attendee registered for the 33<sup>rd</sup> Annual Congress of the European Society of Intensive Care Medicine, 5 – 9 December 2020 in Madrid, Spain (hereafter referred to as the "Congress"). Any person, delegate, nurse, physiotherapist, allied healthcare professional, student, media representative, faculty or exhibitor is considered an attendee.

### **Congress Registration**

The registration deadlines are as follows:

**Early registration deadline: 10 September 2020, 23:59 CET**  
**Standard registration deadline: 12 November 2020, 23:59 CET**

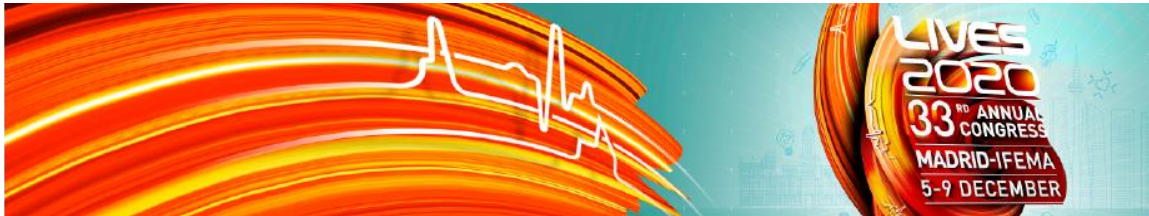
After that deadline the Late registration fee will be valid for pre-registrations and Onsite registrations.

Only fully completed registration forms will be accepted. The registration fee is based on the date of the receipt of the registration form and the payment in full in accordance with the deadlines mentioned above. If the full payment has not been received before the respective registration fee deadline the registration will be changed to the next applicable registration fee.

If the maximum attendee capacity is reached, the organisers reserve the right to refuse any registration. To be eligible to register for the Congress, attendees must be at least 18 years old. Attendees may be asked to present an official identity card stating their age.

The registration fee for full congress registration includes entry to all sessions, the exhibition area, the poster area and the opening session. It does not include entry to the Master Classes and Simulation Centre/Neuro Lab. There is no registration fee for accredited media representatives. However, to register as a media representative, you must submit a copy of your official press card.

The reduced registration fees for members and members in training will be granted only to official members of the ESICM. Should your name/first name/email address be refused by the ESICM membership online identification system, please ensure first that your membership fee is paid. The ESICM membership department remains at your disposal for any further clarification at [members@esicm.org](mailto:members@esicm.org). In case of a membership rejection, the non-member registration fee will apply. Reminder: all ESICM membership fees must be paid through 2020 in order to benefit from the reduced ESICM member registration fee.



Participants registering as nurses, physiotherapists and allied healthcare professionals must submit proof of their status to the ESICM Registration Department at the time of registration. If proof cannot be presented the regular participant registration fees apply. Proof can be a professional card showing your status or a Letter from your Head of Department confirming your status on an official Letterhead.

Registration as Medical Student requires proof of a valid student status or proof of your age (born on or after 01 January 1990). A proof of your age, e.g. a copy of any ID card stating your name and age or a medical student certificate must be provided during the registration process.

To be able to register as a non-member in training, a proof of your training status must be provided during the registration process. Proof can be a confirmation from your Head of Department on an official letterhead.

Registrations for more than 10 (ten) participants will be handled separately as a group booking. Please contact the ESICM Registration Department. Should the pre-paid amount not be used in full during the pre-registration process, the remaining amount can be used for onsite registration. There will be no refund for paid but not used badges. The deadline for the group booking is 17 November 2020.

### **Master Classes**

The ESICM Congress Committee reserves the right to cancel any of the Master Classes in case of insufficient number of participants. Participants will be offered another course or be reimbursed. The decision will be made at the beginning of September and e-mailed to the participants.

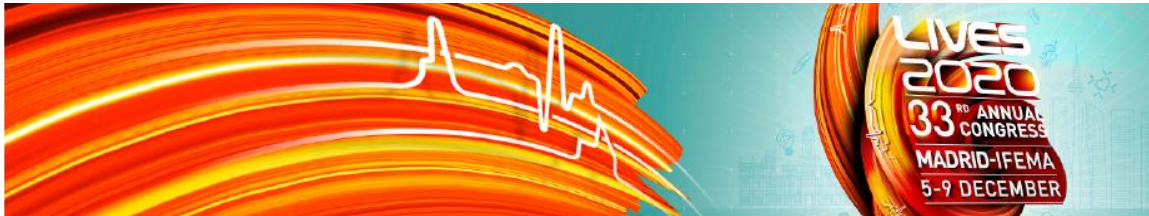
### **Methods of Payment**

Payment is required at the time of registration. It should be made in EUR only, using one of the following methods:

1. Credit card (Visa, MasterCard and AMEX): Attendees should complete the relevant section of the registration form.
2. Bank transfer: Payment should be made in EUR to:  
K.I.T. Group GmbH  
Commerzbank AG, Kurfürstendamm 237, 10719 Berlin, Germany  
Bank Sorting Code: 100 800 00  
K.I.T. Account Number: 0 514 001 802  
SWIFT-CODE: DRESDEFF100  
IBAN: DE 2310 0800 0005 1400 1802  
Reference: Participant number, Name, ESICM 2020

Please note that all transfer costs must be prepaid by the transmitter.

Cheques will not be accepted.



On-site registrations may be paid by credit card or cash (EUR only). Since 06 December 2012, cash payments are only allowed up to an amount of 999,99 EUR. To pay an amount of 1.000,00 EUR or higher it is necessary to pay by credit card.

### **Letter of Confirmation/Payment Receipt**

A letter of confirmation/payment receipt will be sent by email once the ESICM Registration Department has received the fully completed registration form and the related payment. Attendees must present this confirmation/payment receipt at the registration counter as proof of their registration and payment.

### **Letter of Invitation**

Individuals requiring an official Letter of Invitation can request one from the ESICM Registration Department. To receive a Letter of Invitation, attendees must first register to the Congress and submit payment in full.

The Letter of Invitation does not financially obligate the congress organisers in any way. All expenses incurred in relation to the Congress are the sole responsibility of the attendee.

### **Visa Requirements**

It is the sole responsibility of the attendee to take care of his/her visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. The organisers will not directly contact embassies and consulates on behalf of visa applicants.

The registration fee minus a handling fee of 50 EUR will be refunded after the Congress if the visa was applied for in time, and an official proof of the embassy confirming that a visa could not be granted, is forwarded to the ESICM Registration Department.

### **Certificate of Attendance**

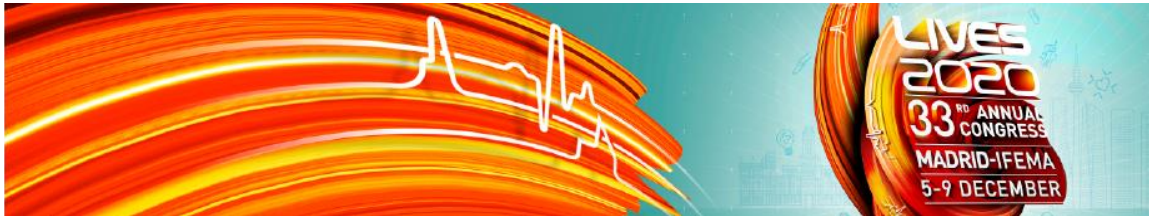
A Certificate of Attendance for regular delegates will be made available for download online after the congress per email. Additionally there will be a CME certificate. Every delegate has to scan the name badge every day of the conference twice (morning and afternoon) to receive the CME points of that day in the CME certificate.

### **Registration Name Change**

A handling fee of 30 EUR will be charged for every name change to an existing congress registration. A new registration form for the substitute attendee should be submitted, as well as a proof for the reduced fee if applicable.

### **Lost Name Badge**

The name badge must be worn at all times during the Congress. Access to the congress facilities will not be granted without a proper name badge. If an attendee loses, misplaces or forgets the name badge, a handling fee of 30 EUR will be charged for a new name badge. Upon handing out a new name badge, the lost badge will become invalid.



### **Registration Cancellation Policy**

Notification of cancellation must be made in writing and sent to the ESICM Registration Department by email or fax. The notification must include all the relevant information regarding the bank account to which a possible refund may be remitted.

If the written notification of cancellation is received before the early registration deadline (**10 September 2020**), 25% of the paid registration fee will be refunded. No refunds will be made for cancellations received after this date. Same applies for cancellation of Master Classes and Simulation Centre/Neuro Lab bookings.

Refund requests will be processed after the Congress only. They must be made in writing and sent to the ESICM Registration Department by email no later than 30 days after the Congress (8 January 2021). No refund request will be processed after this date. Credit will not be given for unattended events or early termination of attendance.

### **Modification of the Congress Programme**

The congress organisers reserve the right to modify the programme, which is published as an indication only.

### **Granting of rights for photography, film and audio material for event documentation and public reporting**

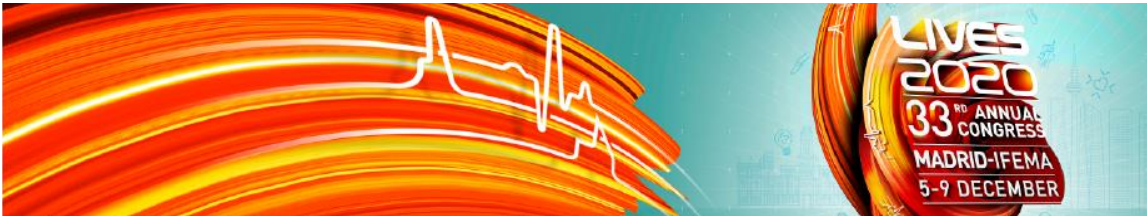
The congress organizer will create image, film and audio recordings related during the Congress for educational purpose. This material can be shared and published within public reporting or used in social networks (Facebook, Twitter, Instagram) about the event without entitlement to remuneration. The participant explicitly gives their consent to the use of their images captured at the event for publications and communications relating to the event according to the effective law. You can withdraw your consent at any time by contacting the conference secretariat. For further information please read the privacy policy.

### **Data Protection and Processing of Credit Card Details**

When you register you will be asked to complete the online form providing your full name, address, email address and telephone number. The above collected information is required to process, book and complete your booking (including the sending of a confirmation email of the booking to you).

Should you choose to make the payment for your bookings with credit card, your credit card details (i.e. credit card type and number, CVC code, expiration date, credit card holder name) will also be collected. All data will be saved and processed in compliance with the applicable data protection legislation.

In order to protect and safeguard the personal data provided to us, appropriate business systems and procedures have been implemented and are in full operation. For example, credit card information is transmitted through a secure server protocol, which encrypts all personal and credit card details. The encryption method used is the industry standard "Transport Layer Security (TLS)" technology.



The TLS certificate for K.I.T. Group and all its subsidiaries has been issued by [utn.usertrust.com](https://utn.usertrust.com).

Furthermore, security procedures and technical and physical restrictions for accessing and using personal information have been implemented and are in full operation. Only authorized staff is permitted to access personal information for performing their duties in respect of the requested services.

The server and network of K.I.T. Group and all its subsidiaries are protected by firewalls against unauthorized access. Intrusion detection systems that monitor and detect unauthorized attempts to access or misuse of our servers are installed and in full operation.

Your credit card details will be kept by the ESICM Registration Department for up to three months after the end of the Conference.

### **Data Protection and Sharing of Contact Details**

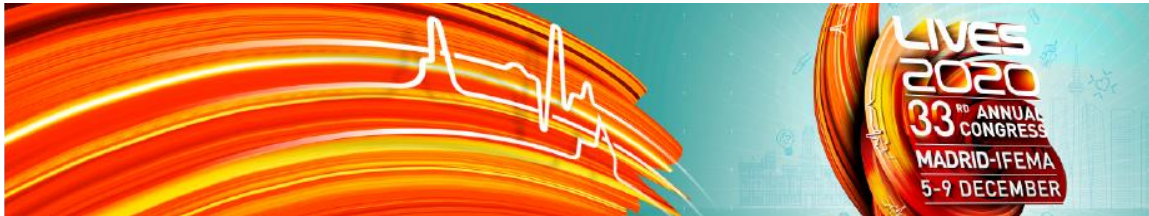
The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilization of all personal data is executed by the ESICM Registration Department within the applicable guidelines of the effective German data protection regulations / European General Data Protection Regulation.

The ESICM Registration Department will collect and store all data for the preparation and execution of the 33<sup>rd</sup> Annual Congress of the European Society of Intensive Care Medicine. In addition, K.I.T Group and its subsidiaries periodically share contact details of attendees with third parties (e.g. industry companies) that may use these details to contact attendees regarding activities at the Conference or other communications which may be of interest. Therefore data might be passed on to third parties (e.g. industry companies) unless otherwise explicitly indicated by the attendee.

Your contact details will only be forwarded in accordance with Art. 6 sec. 1 lit a-f GDPR: (a) given consent, (b) performance of or entering into a contract, (c) compliance with a legal obligation, (d) protection of vital interests of data subject or another natural person, (e) public interest or exercise of official authority, (f) legitimate interest of data controller and weighing of interests.

As some conference exhibitors and/or satellite holders may use the Lead Capture Technology, attendees can use their name badge like a business card with them to communicate their complete contact details. In this case you decide to whom you provide your data. Please note that offering your badge to be scanned at an exhibition stand and/or at the entrance to a satellite symposium implies your acceptance that the respective company receives your complete contact details from the organisers and may contact you, using the data.

In case of data protection inquiries please contact the data protection official of K.I.T. Group and its subsidiaries by email [security@kit-group.org](mailto:security@kit-group.org)



### **Cancellation of the Congress, Force Majeure**

In the event that the Congress cannot be held or is postponed or the Congress organiser is prevented from carrying out its obligations as it pertains to the Congress as a result of any cause or due to events beyond its control, including but not limited to acts of God, strikes, labour disputes, government requisitions or advisory, restrictions or regulations on travel, hotel or facility availability, commodities or supplies, war or apparent act of war, terrorism, disaster of natural or man-made cause, civil disorder, diseases, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure") or due to events which are not attributable to wrongful intent or gross negligence of the Congress organisers, the Congress organiser shall have the right to cancel the Congress immediately and/or terminate the affected Congress without any liability and shall be relieved of its obligations to Attendee.

In addition, if the Congress is terminated due to or as a result of a Force Majeure occurrence, the Congress organisers cannot be held liable by attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, lost profits etc. Under these circumstances, the Congress organisers reserve the right to either retain the entire registration fee and to use it for a future or rescheduled Congress, or to reimburse the attendee after deducting costs already incurred for the organisation of the Congress and which could not be recovered from third parties.

### **Liability**

The conference organiser shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the conference organiser - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The attendee shall take part in the Conference at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organiser.

### **Fulfilment and Jurisdiction**

This contract is subject to the law of Belgium. The terms of this contract shall be fulfilled in Madrid, Spain and in the event of any legal claims arising from either party, Belgium shall be the sole court of jurisdiction.

### **Severability Clause**

If there is a determination of these Terms and Conditions to be ineffective or impracticable, then the validity of the Terms and Conditions remaining are not impaired. The parties are obligated to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.

As of 15.05.2020

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10709 Berlin  
Germany